

Remarks

This Amendment is in response to the Office Action mailed January, 26, 2005. Claims 1-15 are pending in this application. Claims 1-15 have been rejected. Claim 3 has been amended to correct a minor inconsistency with respect to antecedent basis, solely for the purpose of clarification. Claim 6 has been amended to correct a minor informality with respect to proper dependency for antecedent basis purposes only.

Claims 1-15 have been rejected under 35 U.S.C. 102(b) as being clearly anticipated by U.S. Patent No. 6,026,160 to Stabler et al. ("Stabler"). For the following reasons, the Examiner's rejection is respectfully traversed.

Stabler does not disclose the same elements ("identity of invention") as Claims 1-15, and thus does not anticipate the same under the law pertaining to 35 U.S.C. §102:

[A]nticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. ... The issue is decided by identifying the elements of the claims, determining their meaning in light of the specification and prosecution history, and identifying corresponding elements disclosed in the allegedly anticipating reference....

An anticipatory reference must clearly and unequivocally disclose the claimed invention or direct those skilled in the art to the claimed invention without any need for picking, choosing, and combining various disclosures not directly related to each other by the teachings of the reference. ...

[A]n anticipation must speak affirmatively and with certainty; must disclose the invention without debate; ... (emphasis added, citations omitted) Idacon Inc. v. Central Forest Products Inc., 3 USPQ2d 1079, 1089 (ED Ok 1986). Accord:

As discussed below, the elements of Claims 1-15, as determined or interpreted in light of the specification and drawings, are not anticipated by Stabler. Applicant respectfully asserts that the Examiner's anticipation rejection fails to meet the above identified requirements of the law pertaining to 35 U.S.C. §102.

As previously indicated, Stabler does not anticipate Applicant's claims, i.e., Stabler does not meet all of the claim limitations as required by 35 U.S.C. 102(b). As discussed on page 4, lines 1-12 of this application, Stabler discloses an ADSL Splitter, and which is used in conjunction with the existing customer access modules. To the contrary, Applicant's claims comprise a network interface unit module, and a corresponding customer access module (e.g., Claim 1) which has circuitry compatible with the network interface unit module circuitry (e.g., Claims 2-3), and which terminates DSL services (e.g., Claims 4-5). Stabler does not anticipate this. The ADSL splitter is not the same as a network interface unit, it does not require specific circuitry in the customer access module to be functional, and it does not terminate DSL services. Instead, in Stabler, the ADSL Splitter is simply interconnected to the traditional, unmodified customer access modules. In order to achieve NIU functionality in Stabler, a separate, traditional network interface unit must be provided as discussed on pages 6-8 of this application.

Specifically, with respect to Claim 1, Stabler does not disclose, and fails to anticipate, a network interface unit module mounted in the housing in at least one of the slot cavities of the network access compartment. Stabler does not even disclose a network interface unit module. In the art of network interface devices, an ADSL Splitter is a very different device from a network interface unit, both component-wise and functionality-wise. Additionally, Stabler's ADSL Splitter is mounted in the subscriber or customer access compartment, not the network access compartment. Still further, Stabler does not disclose, and fails to anticipate, a corresponding customer access module mounted in the housing in at least one of the slot cavities of the customer access compartment. Stabler's customer access module does not correspond to a network interface unit module, as Stabler does not have a network interface unit module with which to correspond.

With respect to Claim 2, Stabler does not disclose, and fails to anticipate, a network interface unit module including network interface unit circuitry. As discussed above, an ADSL Splitter does not equate to a network interface unit module and does not include network interface unit circuitry. Further, Stabler does not disclose, and fails to anticipate, a network interface unit module including a network service provider interface. Stabler's ADSL Splitter interfaces only with the traditional customer access module and the subscriber lines, not the network service provider (see Stabler's Figure 6). Still further,

Stabler does not disclose, and fails to anticipate, a network interface unit module including a customer access module connector, since Stabler does not even disclose a network interface unit module.

With respect to Claim 3, Stabler does not disclose, and fails to anticipate, a customer access module including customer access module circuitry compatible with network interface unit circuitry. As discussed above, Stabler does not disclose a network interface unit module and does not modify the traditional customer access modules. Thus, Stabler does not disclose or anticipate incorporating circuitry into the customer access module which is compatible with network interface unit circuitry. For this same reason, Stabler does not disclose, and fails to anticipate, a customer access module including a network interface unit module connector.

With respect to Claim 4, Stabler does not disclose, and fails to anticipate, a network interface unit module which terminates network services. As discussed above, an ADSL Splitter does not equate to a network interface unit module. Stabler's ADSL Splitter does not terminate network services. Instead the ADSL service is passed-thru.

With respect to Claim 5, for the reasons discussed above with respect to Claim 4, Stabler's ADSL Splitter does not terminate HDSL, HDSL2, HDSL4, G.shdsl or T1 services.

With respect to Claim 6, for the reasons discussed above with respect to Claim 1, Stabler's ADSL Splitter does equate to a network

interface unit module which cooperates with the customer access module to deliver high speed telecommunication services.

With respect to Claim 7, for the reasons discussed above with respect to Claim 6, Stabler's ADSL Splitter does equate to a network interface unit module which cooperates with the customer access module to deliver high speed telecommunication services, namely, Ethernet, Wireless, Home Phonenumber Networking Alliance, or T1 service.

With respect to Claim 8, for the reasons discussed above with respect to Claim 3, Stabler's customer access module does not include a customer equipment interface. Stabler's ADSL Splitter has a separate customer interface from the customer access module.

With respect to Claim 9, for the reasons discussed above with respect to Claims 1-3, Stabler does not disclose, and fails to anticipate, the steps of mounting a network interface unit module in the housing in at least one of the slot cavities of the network access compartment, mounting a corresponding customer access module in the housing in at least one of the slot cavities of the customer access compartment, operatively connecting the network interface unit module to a network service provider's facilities, operatively connecting the network interface unit module to the corresponding customer access module, and operatively connecting the customer access module to a customer's telecommunication equipment. Further, as discussed above, Stabler's ADSL Splitter is interconnected with the customer access

module only, resulting in a significantly different manner of connection than is set forth in the claimed steps.

With respect to Claim 10, Stabler does not disclose, and fails to anticipate, terminating in the network interface unit module a signal received from the NSP's facility. As discussed above, Stabler's ADSL Splitter does not terminate network services. Instead the ADSL service is passed-thru.

With respect to Claim 11, for the reasons discussed above with respect to Claim 10, Stabler's ADSL Splitter does not terminate HDSL, HDSL2, HDSL4, ADSL, VDSL, G.shdsl or T1 services.

With respect to Claim 12, for the reasons discussed above with respect to Claim 9, Stabler's ADSL Splitter does deliver via the customer access module the high speed telecommunication services.

With respect to Claim 13, for the reasons discussed above with respect to Claim 12, Stabler's ADSL Splitter does deliver via the customer access module the high speed telecommunication services, namely, Ethernet, Wireless, Home Phoneline Networking Alliance, or T1 service.

With respect to Claim 14, for the reasons discussed above with respect to Claims 1-2, Stabler does not disclose, and fails to anticipate, a network interface unit module adapted to insert into the confines of at least one of the slot cavities of the network access compartment, and comprising network interface unit circuitry and a

connector for connecting the network interface unit module to a customer access module. As discussed above, Stabler's ADSL Splitter does not equate to a network interface unit module.

With respect to Claim 15, for the reasons discussed above with respect to Claims 1-2 and 4, Stabler does not disclose, and fails to anticipate, providing a network interface unit module adapted to insert into the confines of at least one of the slot cavities of the network access compartment such that high speed telecommunication services can be terminated and delivered without having to replace or modify the existing network interface device. As discussed above, Stabler's ADSL Splitter does not equate to a network interface unit module.

Accordingly, for the above reasons, Stabler does not anticipate Applicant's Claims 1-15 under the law pertaining to 35 U.S.C. 102.

Claim 15 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Figure 1 of the instant application. For the following reasons, the Examiner's rejection is respectfully traversed.

Figure 1 of the instant application does not make obvious Claim 15. Claim 15 requires, *inter alia*, providing a network interface unit module adapted to insert into the confines of one of the slot cavities of the network access compartment of a NID so that high speed telecommunication services can be terminated and delivered without having to replace or modify the NID. Figure 1 of the instant application is a traditional NID, which cannot provide high speed telecommunication services without

being modified as discussed on pages 6-8 of this application. Figure 1 does not teach, suggest or disclose placing a network interface unit module in the network access compartment of the NID (see page 2, line 21 to page 3, line 20, and page 11, lines 6-17 of the instant application). Accordingly, Figure 1 does not make obvious the limitations of Claim 15. It is respectfully submitted that Claim 15 is of proper scope to define over the cited prior art, and as such, Applicant is entitled to such claim scope.

It is respectfully submitted that none of the prior art of record, either alone or in combination, fairly teaches, suggests or discloses the novel and unobvious features of Applicant's claims. Accordingly, Applicant respectfully asserts that the claims as presented herein are now in condition for allowance. An early notice allowance is respectfully requested.

Any arguments of the Examiner not specifically addressed should not be deemed admitted, conceded, waived, or acquiesced by Applicants. Any additional or outstanding matters the Examiner may have are respectfully requested to be disposed of by telephoning the undersigned.

A Petition for a two month extension of time is enclosed.

A Notice of Appeal is also enclosed.

A Form PTO-2038 in payment of the extension fee and appeal fee is enclosed. The Commissioner is hereby authorized to charge any additional fees which may be required, including the extension fee if

there is any problem with the credit card payment, to Deposit Account
No. 16-0657.

A postcard is enclosed evidencing receipt of the same.

Respectfully submitted,

PATULA & ASSOCIATES, P.C.

A handwritten signature in cursive script, appearing to read "Charles T. Riggs Jr.", written in dark ink.

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